## IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

SHELBY COUNTY HEALTH CARE )	
CORPORATION d/b/a REGIONAL )	
MEDICAL CENTER,	
Plaintiff,	
v. )	Civil Action No. 08-CV-312
UNITED HEALTHCARE INSURANCE ) COMPANY,	JUDGE ROBERT ECHOLS
Defendant.	MAGISTRATE JOHN S. BRYANT

## **DEFENDANT'S MOTION TO COMPEL ARBITRATION**

Defendant United HealthCare Insurance Company files this Motion to Compel Arbitration under 9 U.S.C. §§ 3, 4. This Motion is supported by United HealthCare Insurance Company's Memorandum of Law filed contemporaneously with this Motion and the previously filed Declaration of Mabel S. Fairley.

1. United HealthCare of Tennessee, Inc., Defendant United HealthCare Insurance Company ("United"), and Plaintiff Shelby County Health Care Corporation d/b/a/ Regional Medical Center ("The Med") are parties to a Facility Participation Agreement (the "Agreement") dated 8/1/2005.

<sup>&</sup>lt;sup>1</sup> Although United HealthCare of Tennessee, Inc. is a party to the Facility Participation Agreement, it is not a party to this lawsuit.

<sup>&</sup>lt;sup>2</sup> True and correct copies of the pertinent provisions of the Agreement are attached to the Declaration of Mabel S. Fairley as Exhibit A. A copy of the Declaration is attached hereto as Exhibit 1. United filed only the relevant provisions of the Agreement (and not the entire Agreement) because the Agreement is proprietary and confidential. However, if the Court so directs, United will offer the entire Agreement for in camera review by the Court.

2. Article VII of the Agreement specifically states that all disputes between the

parties "shall ... be submitted to binding arbitration in accordance with the Commercial Dispute

Procedures of the American Arbitration Association." See Agreement, at Article VII.

3. Article VII of the Agreement also states that "[a]ny arbitration proceeding under

this Agreement shall be conducted in Davidson County, Tennessee." Id.

4. On June 22, 2007, The Med disregarded the arbitration provision in the

Agreement and filed a Complaint against United in the Circuit Court of Tennessee for the

Thirteenth Judicial District of Memphis. United timely removed The Med's action for

reimbursement to the United States District Court for the Western District of Tennessee under 28

U.S.C. § 1441.

5. Since district courts in the Sixth Circuit cannot compel arbitration outside of their

own jurisdiction, United asked the District Court for the Western District of Tennessee to

transfer the action to this Court under 28 U.S.C. § 1404, which it did. United now asks this Court

to compel arbitration in accordance with the parties' Agreement.

6. Compelling arbitration in this case is proper under the Federal Arbitration Act

because the Agreement affects interstate commerce and because the Agreement specifically calls

for the parties to resolve all disputes in arbitration.

Respectfully submitted on this, the 11<sup>th</sup> day of April, 2008.

/s/Christopher F. Heinss

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Attorneys For Defendant, United HealthCare Insurance Company

## **CERTIFICATE OF SERVICE**

I hereby certify that on April 11<sup>th</sup>, 2008, a copy of the foregoing was served on the following by U.S. Mail, with proper postage affixed thereto:

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> /s/William H. Tate William H. Tate Attorney for United Healthcare